

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BERKELEY)

SEWER SERVICE
 AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2018, by and between Guerin Creek Owners Association, Inc. (hereinafter referred to as "HOA") and BERKELEY COUNTY, acting by and through the BERKELEY COUNTY WATER & SANITATION (hereinafter referred to as "BCWS").

WHEREAS H.M. Northcutt Corporation, pursuant to a franchise agreement, currently provides sewer service, or has the right to provide sewer service, to customers within the boundaries of the Guerin Creek Subdivision, and

WHEREAS H.M. Northcutt Corporations franchise agreement has expired; and

WHEREAS BCWS, pursuant to contractual authorization, wishes to take over the operation and maintenance of the sewer services pursuant to certain stipulations that must be met.

NOW, THEREFORE, for and in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. BCWS and HOA hereby agree BCWS has the right and responsibility, to provide sewer service to the areas on the map which is attached hereto as Exhibit A and which is made a part of hereof and incorporated herein by reference. This area is referred to hereinafter collectively as "service area".
2. BCWS and HOA hereby agree that the sewer system will be free and clear of all liens and encumbrances prior to BCWS taking over the operation and maintenance of the existing system.

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3. BCWS and HOA hereby agree that the following service charges will be paid by adding an additional twenty (\$20) dollars per month for one hundred and eighty six (186) months to the current monthly bill of each home connected to the service. The service charges are as follows:
 - a. Current monthly bill: forty-four (\$44) dollars
 - b. Tap fee: one thousand two hundred (\$1200) dollars
 - c. Impact fee: two thousand five hundred (\$2500) dollars
 - d. Origination fee: twenty (\$20) dollars
 - e. Total: three thousand seven hundred and twenty (\$3720) dollars
 - f. Total bill per home for the first 186 months: sixty-four (\$64) dollars
4. BCWS and HOA agree that the total monthly service fee will be charged to and paid by the HOA. BCWS will not be responsible for billing each individual consumer within the service area.
5. BCWS and HOA hereby agree that if a homeowner sells their house before the first one hundred and eighty-six (186) payment days have lapsed, the balance will transfer to the purchaser.
6. BCWS and HOA hereby agree that contingent upon acceptable drain field inspection, HOA will require new homeowners to catch up on fee payments.
7. BCWS and HOA hereby agree that the homeowners must pump out their septic tank every 5 years.
8. BCWS and HOA hereby agree that all sewer appurtenances from the house up to and including the check valve at right of way is owned by and must be maintained by the homeowners.

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9. The parties hereto agree that this Agreement shall be construed and enforced under the laws of the State of South Carolina. In the event of any litigation arising from this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs as determined by the Court.
10. This Agreement constitutes the entire agreement between the parties relating to the service area, and the terms of this Agreement may be modified only in writing executed by both parties.
11. Neither this Agreement nor any right hereunder may be assigned by either party without the prior written consent of the other party. Subject to this condition, this Agreement and all provisions thereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
12. The parties hereto agree that the sections, paragraphs, sentences, clauses, and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph, or section of this Agreement shall be declared unconstitutional or invalid by the judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Agreement.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective governing bodies, have caused this Agreement to be duly executed, in duplicate, each of which is considered to be an original, thereby binding themselves, their successors, assigns and representatives for the faithful and the full performance of the terms and provisions of this Agreement, individually, jointly and severally.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness

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Witness

GEURIN CREEK OWNERS
ASSOCIATION, INC.

By: Michael C. Adams

Its: G.C.O.A Pres. 4/16/19

Witness

BERKELEY COUNTY WATER &
SANITATION

By: _____

Its: _____

J. D. G. Jr.
witness

Debra Sandy Chandler
Witness

4/16/19
MA